

AGREEMENT
between the
CITY OF DULUTH
and
LOCAL 101
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
1983

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THIS AGREEMENT, dated the _____ day of _____, 1983, is entered into by and between the CITY OF DULUTH, hereinafter called the "Employer", and LOCAL 101, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter called the "Union".

ARTICLE 1 - PURPOSE OF AGREEMENT

The intent and purpose of this Agreement is to:

- A. Establish certain hours, wages and other conditions of employment, and
- B. Establish procedures for the resolution of disputes concerning the interpretation and/or application of this Agreement.

The Employer and the Union, through this Agreement, continue their dedication to the highest quality fire protection to the citizens of Duluth. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2 - DEFINITIONS

Administrative Assistant means the Administrative Assistant to the Mayor of the City of Duluth.

Annual Pay means the employee's basic monthly pay added to his longevity award as provided for in Article 14, his public service duty and E.M.T. allowance as provided for in Article 15, and his educational credit allowance as provided for in Article 16, multiplied by 12.

Appointing Authority means the Civil Service Board, Administrative Assistant, Department Head or acting Department Head, appointed pursuant to Charter or Statute.

Basic Hourly Rate, for the purposes of determining holiday premium pay and the payoff of accumulated compensatory time off, means the employee's basic monthly pay multiplied by 12, and divided by 8 times the number of calendar days in the year for employees whose normal work week is fifty-six (56) hours, or divided by 8 times the number of calendar days in the year, excluding Saturdays and Sundays, for employees whose normal work week is forty (40) hours. For the purposes of calculating overtime pay, except as otherwise provided by Article 10, and for the purposes of Article 18, the basic hourly rate shall be determined in the same manner, except that any longevity award provided by Article 14 shall be added to the employee's basic monthly pay, and for the purpose of calculating overtime pay the employee's public service duty allowance, prescribed by Paragraph A of Article 15, shall be added to the employee's basic monthly pay. For the purposes of calculating paychecks under Article 21 and calculating the payoff of accumulated vacation time upon termination of employment, the basic hourly rate shall be determined by dividing the employee's annual pay by 8 times the number of calendar days in the year for employees whose normal work week is fifty-six (56) hours, or by dividing the employee's annual pay by 8 times the number of calendar days in the year, excluding Saturdays and Sundays, for employees whose normal work week is forty (40) hours. The basic hourly rate shall be calculated to the nearest \$.0001.

Basic Monthly Pay means the employee's monthly salary provided for in Appendix I of this Agreement.

Board means the Civil Service Board of the City of Duluth.

Chief means the Chief of the Duluth Fire Department.

Continuously employed means a period of employment which has not been interrupted by more than thirty (30) calendar days at any one time, except by authorized leave of absence, sick leave, vacation or military leave of absence.

Day means for sick leave and holiday purposes a period of twelve (12) consecutive hours for employees whose normal work week is fifty-six (56) hours and eight (8) hours for employees whose normal work week is forty (40) hours.

Emergency means situations so defined by the Chief or an authorized person acting in his absence.

Employee means a member of the formally recognized bargaining unit represented by the Union.

Fire Department means the Duluth Fire Department.

Grievance means a dispute or disagreement raised by an employee or employees or the union involving the interpretation or application of the specific provisions of this Agreement by an officer or supervisory person representing the Employer.

Grievance Committee means not more than three (3) members of the Union designated by the Union to process grievances.

Personnel Director means the Director of Personnel of the City of Duluth.

Secretary means the Secretary of the Civil Service Board as defined by Chapter 13 of the Duluth City Code.

Shift means a stipulated eight (8) hour work period for personnel whose normal work week is forty (40) hours and a stipulated twenty-four (24) hour work period for personnel whose normal work week is fifty-six (56) hours.

A. Afternoon shift means a shift starting between 1:30 p.m. and 9:30 p.m.

B. Night shift means a shift starting between 9:30 pm and 5:30 am.

Work group means the "A", "B" or "C" Shift.

ARTICLE 3 - RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative of all personnel working in the job classifications listed in Appendix I of this Agreement.

ARTICLE 4 - DUES CHECKOFF

The Employer shall deduct each payroll period an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing such deduction, in writing, and remit such deductions to the appropriate officer designated by the Union.

ARTICLE 5 - MANAGEMENT RIGHTS

The Employer and Union recognize and agree that except as expressly modified in this Agreement, the Employer has and retains all rights and authority necessary for it to direct and administer the affairs of the Fire Department and to meet its obligations under federal, state and local law, such rights to include, but not be limited to those rights specified in Minnesota Statutes, 1971, Section 179.66, Subd 1; the right to direct the working forces; to plan, direct and control all the operations of the Fire Department; to determine the methods, means, organization and number of personnel by which such operation and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods of operation, equipment or facilities.

ARTICLE 6 - SAVINGS CLAUSE

This Agreement is subject to the Laws of the United States and the State of Minnesota, and the Charter of the City of Duluth. In the event any provision of this Agreement shall be held to be contrary to such laws by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions shall continue in full force and effect. The voided provision shall be renegotiated at the request of either party.

ARTICLE 7 - HOURS OF WORK

For employees working in the positions of Assistant Fire Chief, Fire Captain, Fire Equipment Operator and Fire Fighter the normal work week shall be an averaged fifty-six (56) hours. Such work week shall be based on scheduled twenty-four (24) hour shifts; provided, however, that the normal work week for such employees may exceed an averaged fifty-six (56) hours over the period of a calendar year when such excess hours result from use by the Employer of a schedule making use of a three (3) platoon system, with each platoon scheduled to work eight (8) twenty-four (24) hour shifts in a twenty-four (24) day cycle.

For employees working in the positions of Equipment Master, Fire Inspector, Fire Warden, and for employees assigned to the Emergency Communications Center or to the shop section of the Fire Department, or assigned to work as Fire Department training officers, the normal work week shall be an averaged forty (40) hours and the normal work day shall be eight (8) hours.

ARTICLE 8 - SALARY PROGRESSION

A. Effective January 1, 1983, the monthly salaries shall be as indicated in Appendix I.

B. An employee assigned to work in a job classification different from his own, shall, while assigned to work in such different classification, be compensated at the pay range provided for such different classification at the same step within such pay range as such employee is at within his own classification at the time such assignment is made. Assistant Fire Chiefs V, VI and VII shall be deemed to be assigned to work in a different job classification only when performing the duties normally assigned to Assistant Fire Chiefs II, III and IV and in such case shall be compensated at Pay Range 232. Assistant Fire Chiefs III and IV shall be deemed to be assigned to work in a different job classification only when designated by the Administrative Assistant to serve as Acting Fire Chief in the absence of the Fire Chief and Assistant Fire Chiefs I and II and in such case shall be compensated at Pay Range 233. Assistant Fire Chief II shall not be deemed to be assigned to work in a different job classification under any circumstances.

C. An employee appointed to a permanent position in the classified service from a civil service employment list (open examination) shall be placed in Step A of the appropriate pay range as determined by this article except when otherwise recommended and justified by the Chief with the approval of the Administrative Assistant.

D. When an employee is promoted or reclassified to a higher position or an employee's position is assigned to a higher pay range, his salary shall be increased to that salary in the new pay range which is next over the salary he was receiving prior to promotion, except when otherwise recommended and justified by the Chief with the approval of the Administrative Assistant.

E. Except as provided herein, employees shall remain at the assigned step as specified above until the beginning of the next pay period following completion of six (6) months in a permanent position, at which time he shall advance one (1) step in the pay range. The employee shall thereafter advance one (1) step in the pay range for each additional twelve (12) months of service. Employees in the classification of Fire Fighter shall advance to Step B in Pay Range 226 after completion of three (3) months of their probationary period and to Step C in Pay Range 226 after completion of the remaining nine (9) months of their probationary period and certification for final employment, and shall thereafter advance one (1) step in the pay range for each additional twelve (12) months of service.

ARTICLE 9 - OVERTIME - MANPOWER SHORTAGE

Except as provided in Article 10, employees whose normal work week is fifty-six (56) hours who work hours in excess of their normal work week because of a manpower shortage in the Department shall be compensated for such excess hours worked at the rate of one and one-half (1½) times their basic hourly rate.

Employees whose normal work week is forty (40) hours who work hours in excess of their normal work day or work week shall be compensated for such excess hours at the rate of one and one-half (1½) times their basic hourly rate.

Insofar as practicable, without reducing efficiency of work performance, opportunities to work overtime covered by this article shall be distributed as equally as practicable among employees, provided the employees are qualified to perform the specific overtime work required. If an employee establishes that he has not received his fair share of overtime, such employee shall have preference to future overtime until reasonable balance is re-established.

Overtime refused, shall, for distribution purposes, be considered as overtime worked, unless a valid excuse is certified by the Chief or his designated agent. Overtime either refused or worked on Christmas Day, Independence Day, Labor Day, Thanksgiving Day or New Year's Day, as such holidays are defined in Minnesota Statutes Annotated, 1971, Section 645.44, Subd. 5, shall not, for distribution purposes, be considered as overtime worked or refused.

Overtime is to be computed to the nearest fifteen (15) minutes.

A record of all overtime worked/earned in shifts or refused shall be made available to the Union.

ARTICLE 10 - OVERTIME - FIRE EMERGENCY

Employees who work hours in excess of their normal work week because they are called back for a fire or are required to continue work at the scene of a fire after completion of a regularly scheduled shift shall be compensated for such excess hours worked at the rate of one and one-half (1½) times their basic monthly pay, their monthly public service duty allowance prescribed by Paragraph A of Article 15, and their longevity award provided by Article 14, multiplied by 12 and divided by 2080. Employees called back on Christmas shall be compensated at the rate of two (2) times their basic monthly pay, their monthly public service duty allowance prescribed by Paragraph A of Article 15, and their longevity award provided by Article 14, multiplied by 12 and divided by 2080.

Employees who are called back for a fire shall receive a minimum of four (4) hours pay at the rate specified in this article.

ARTICLE 11 - SHIFT DIFFERENTIAL

Employees whose normal work week is forty (40) hours who work the night shift shall, in addition to regular pay and allowances, receive a pay differential of \$.27 per hour. Effective January 1, 1980 the rate shall be increased to \$.31 per hour.

Employees whose normal work week is forty (40) hours who work the afternoon shift shall, in addition to regular pay and allowances, receive a pay differential of \$.13 per hour. Effective January 1, 1980 the rate shall be increased to \$.15 per hour.

No employee shall receive such shift differential for any time for which he will receive overtime compensation provided for in Articles 9 and 10 of this Agreement.

ARTICLE 12 - UNIFORM ALLOWANCE

Uniformed employees shall be credited Two Hundred Seventy-Eight Dollars (\$278.00) per year, prorated monthly, which credit shall be used for the purchase or replacement of worn or damaged items of uniform and for the purpose of cleaning of uniforms, except that the amount used for cleaning shall not exceed Thirty Dollars (\$30.00) of the total yearly allowance of Two Hundred Seventy-Eight Dollars (\$278.00). After the initial training period, employees may draw on this allowance.

Upon employment, the City will furnish to the employee one (1) dress uniform, which shall consist of one (1) pair of pants, one (1) blouse, one (1) dress shirt, one (1) hat and one (1) tie.

Except as provided in the paragraph above, all purchases and payments made by the Employer pursuant to this article shall be handled through the fire uniform accounts under regulations established and supervised by the Chief and approved by the Purchasing Agent and Auditor of the City of Duluth.

ARTICLE 13 - HOLIDAYS - PERSONAL LEAVE

Employees whose normal work week is fifty-six (56) hours shall receive nine (9) days off with pay in lieu of time off for holidays, and shall receive two shifts off with pay for personal leave, except that employees who work only part of a calendar year shall receive a proportional number of days or shifts off. Days off in lieu of holidays may continue to be scheduled in conjunction with vacations.

Employees whose normal work week is forty (40) hours shall receive nine (9) 8-hour days off with pay in lieu of time off for holidays, and shall receive four (4) 8-hour days off with pay for personal leave, except that employees who work only part of a calendar year shall receive a proportional number of days off. Any such employee who is required to work a shift which commences on New Year's Day, the Fourth of July, Labor Day, Thanksgiving or Christmas shall receive additional compensation equal to four (4) hours of pay at the employee's basic hourly rate.

Any employee who is required to work a shift which commences on Christmas Day (December 25) shall receive additional compensation equal to six (6) hours pay at the employees basic hourly rate.

ARTICLE 14 - LONGEVITY ALLOWANCE

In addition to the monthly pay prescribed herein, any employee who has been continuously employed by the City in the Fire Department for a number of qualified pay periods, the total of which is not less than eight (8) years, shall receive from and after the beginning of the next pay period following completion of his eighth year of service, a monthly longevity award equal to four percent (4%) of his basic monthly pay, and any employee who has been continuously employed by the City in the Fire Department for a number of qualified pay periods, the total of which is not less than sixteen (16) years, shall receive from and after the beginning of the next pay period an additional monthly longevity award equal to four percent (4%) of his basic monthly pay; provided, however, that any person employed in the Fire Department on October 1, 1977 shall receive a monthly longevity award equal to eight percent (8%) of his basic monthly pay from and after the beginning of the next pay period after having been continuously employed by the City for a number of qualified pay periods, the total of which is not less than sixteen years.

Such longevity award shall be computed to the nearest dollar per month.

The term "qualified pay period" shall mean any regular minimum period of time at the end of which full-time employees of the City are regularly paid and during which the employee was employed and/or paid by the City for not less than three-fourths (3/4) of the normal working hours of the position he then occupied.

ARTICLE 15 - PUBLIC SERVICE DUTY AND E.M.T. ALLOWANCE

A. In addition to the monthly pay prescribed in this Agreement, each employee shall be paid an additional amount of money each month as a public

service duty allowance, said allowance to compensate, in part, for off-duty employees having a continuing duty to report and aid in the control of fires, as directed by the Chief, and for inspection of residential, commercial and all public buildings in order to protect the safety of the City of Duluth. Such additional amount of money shall be equal to four percent (4%) of the basic monthly pay of a Fire Fighter - Step E, computed to the nearest dollar.

B. Employees hired prior to January 1, 1980, shall, in addition to the monthly pay prescribed in this agreement, be paid an additional amount of money each month for Emergency Medical Training, which amount shall be equal to one-half percent ($\frac{1}{2}\%$) of the basic monthly pay of a Firefighter - Step E, computed to the nearest dollar.

Employees hired after January 1, 1980, who have completed, or upon completion of the eighty one (81) hour E.M.T. program, shall be eligible for such one-half percent ($\frac{1}{2}\%$) additional pay.

C. In addition to the one-half percent ($\frac{1}{2}\%$) prescribed in Paragraph B of this article, employees who are currently registered as Emergency Medical Technicians shall have added to their salary an additional one and one-half percent ($1\frac{1}{2}\%$) of the basic monthly pay of a Fire Fighter - Step E, computed to the nearest dollar, but any such employee must renew such registration, when required, to continue to receive such one-half percent ($\frac{1}{2}\%$) and the additional one and one-half percent ($1\frac{1}{2}\%$); provided further, that such amount shall not exceed two percent (2%) of the basic monthly pay of a Fire Fighter - Step E, computed to the nearest dollar. In connection with the administration of this program, the Administrative Assistant or his designee shall establish rules and regulations to provide for the initial Emergency Medical Training and subsequent updating. The Administrative Assistant shall consult with the Union for the purpose of developing and promulgating such rules and regulations.

ARTICLE 16 - EDUCATIONAL CREDIT ALLOWANCE

In addition to the monthly pay and the additional longevity and public service duty allowances described herein, employees shall receive One Dollar (\$1.00) per month per credit for eligible courses successfully completed at the University of Minnesota, Duluth.

The Chief, with the approval of the Administrative Assistant, shall determine a list of eligible courses and establish rules and regulations to implement this program.

The educational credit allowance described in this article shall be effective the first day of the pay period following the dates of completion of requirements as established by rules and regulations promulgated by the Chief.

ARTICLE 17 - HOSPITAL-MEDICAL INSURANCE

1. During the period of this Agreement, the Employer will provide employees hospital-medical insurance coverage containing the same level of benefits as provided under the hospital-medical insurance plan presently in effect.

The Employer agrees to pay for the employees without claimed dependents the entire cost of the single employee approved fee-for-service or H.M.O. plan selected by the employee. The employer agrees to pay the entire cost of employees eligible for the family hospital-medical insurance plan under fee-for-service or H.M.O.

2. Hospital-medical insurance coverage shall become effective ninety (90) calendar days from date of hire.

3. While an employee is entitled to receive long-term disability income protection pursuant to Article 26 of this Agreement, the Employer shall maintain such hospital-medical insurance coverage for such employee as it does for active employees.

4. Any proposed change in the hospital-medical insurance coverage shall be negotiated with the Union.

5. The Employer will add the following provisions to its fee-for-services hospital-medical insurance plan, the cost for which shall be paid by the Employer:

(a) The major medical limit is increased to \$1,000,000 per lifetime.

Counseling for diabetes, weight control, and genetics will be covered when provided by qualified medical professionals.

(b) One general physical examination per year will be provided for each person otherwise covered by the plan; coverage for such physical examination is limited to \$150.00 per person. If required by a physician, additional examinations or other procedures shall be covered.

(c) A mandatory ambulatory surgery schedule will be included as per a listing received from Blue Cross/Blue Shield. If an employee elects in-patient surgery when not medically necessary, the employee shall pay the difference in cost. If a determination is made by a qualified physician that such surgery should be performed as an in-patient procedure because of medical necessity, such surgery shall be covered as in-patient surgery.

(d) A second opinion by a qualified physician shall be required for elective surgery. The employee may, after obtaining a second opinion, elect the surgery whether or not the second physician concurs.

(e) The fee-for-service plan shall not include coverage for prescription drugs. Coverage for prescription drugs shall be provided directly by the City to the employee and the employee's dependents on a reimbursement basis. The employee must pay for all such prescription drugs and submit evidence of purchase to the City Health Claims Administration office. The City Health Claims Administration office shall then reimburse the employee. Required evidence for reimbursement shall be either a receipt from the pharmacist or physician describing the prescription and indicating the cost, or a copy of the charge slip describing the prescription and indicating the cost.

Prescription drugs are defined as:

(1) Any medical substance, the original packaging label of which, under the Federal Food, Drug, and Cosmetic Act is required to bear the label "Caution: Federal law prohibits dispersing without prescription."

(2) Any medicinal substance which by Minnesota Statute may be dispensed only upon a valid prescription order issued by a duly licensed physician.

(3) Injectable insulin.

Oral contraceptives shall not be covered by the fee-for-service plan or on a reimbursement basis.

ARTICLE 18 - HOSPITAL-MEDICAL INSURANCE-RETIRED EMPLOYEES

Any employee who retires from employment with the City on or after January 1, 1983, after having been employed by the City for such total time so as to be qualified by such employment to receive retirement benefits from the Public Employees Retirement Association, the Duluth Firemen's Relief Association, or the Duluth Police Pension Association, and who is currently receiving a retirement or disability pension from any such fund, shall receive hospital-medical insurance coverage to the same extent as active employees, subject to the following conditions and exceptions:

1. The City will provide any such eligible retired employee without claimed dependents the following coverage without cost to such retiree:

(a) The approved fee-for-service coverage provided active employees.

2. For any such eligible retired employee with claimed dependents, the City will provide, without cost to such retiree, the approved fee-for-service coverage provided active employees; however, the approved fee-for-service coverage shall be subject to an annual deductible amount of \$650 for such claimed dependents. If such claimed dependents of such retired employee receive no covered benefits during a calendar year, any portion of the deductible amount which is accrued for services rendered in the last three calendar months of that calendar year shall be applied toward the deductible amount for the following calendar year.

3. Such coverage shall be for the life of the retiree, but if the retiree dies before his or her spouse, such coverage shall be continued for such spouse until he or she dies or remarries, but any such coverage for such surviving spouse shall not include coverage for any dependent of such surviving spouse.

For any former employee who retired prior to January 1, 1983, the provisions of Article 18 of the collective bargaining agreement that existed between the Employer and the Union, as they existed on December 31, 1982, shall continue to be applicable to such employee.

ARTICLE 19 - HOSPITAL - MEDICAL INSURANCE - DISABLED EMPLOYEES

The Employer agrees that it shall be deemed an "employer" as defined in Subdivision 5 of Section 62A.147 of Minnesota Statutes 1976 so that Sections 62A.147 and 62A.148 of said statutes will be applicable to the Employer. This paragraph shall be deemed to pertain only to said sections as they existed in Minnesota Statutes 1976; it shall not be deemed to incorporate any amendments that may subsequently be made by the legislature. Notwithstanding the foregoing language in this paragraph, the Employer shall not be deemed an "employer" as defined in said Subdivision 5 with regard to any employee or former employee who has attained the age of 65 years. The provisions of this article shall be deemed applicable to former employees of the Employer.

ARTICLE 20 - DENTAL INSURANCE

The Employer agrees to make the same dental care coverage available to all eligible employees and their families as it presently makes available for employees of the Basic, Confidential and Supervisory collective bargaining units of the City, but the Employer agrees to pay only the entire cost for single coverage for each employee. To be eligible for this coverage, an employee must be employed at least six (6) months as a permanent employee. The Employer and the Union agree that any change in such coverage shall only be done through negotiations.

ARTICLE 21 - TERMINATION PAY

When an employee leaves City employment, he shall be paid in full on the payroll covering the last day he actually worked for his salary due, plus the value of accumulated vacation time, and unused compensatory time off earned, such value to be calculated based on his basic hourly rate at the time of his termination.

Any employee who was an employee on August 1, 1980, and who leaves City employment after that date upon completion of more than 25 years of service with the City as a firefighter, shall also be entitled to a severance allowance. Such allowance shall include an amount equal to the pension contributions made by such employee to the special fund of the Duluth Firemen's Relief Association, but only for those contributions made for service on or after August 1, 1980, and only for those contributions which are based upon the employee's service in excess of 25 years. Such allowance shall also include interest, which shall be calculated from the times that the above said contributions occur, and shall be compounded quarterly; the rate of interest for any quarter shall be the rate which the City uses for that quarter to allocate its earnings on its investments to its various funds. The secretary of the Duluth Firemen's Relief Association shall establish and compute appropriate accounts, and shall each year submit to the City a statement of the amounts so computed for each such employee. An employee's death shall not extinguish the City's obligation to pay the severance allowance prescribed for such employee by this paragraph.

ARTICLE 22 - PAY PERIODS

All employees shall be paid every two (2) weeks, and payment for each two (2) week period shall be made not later than the Friday next following such two (2) week period. If any such Friday occurs on a holiday, checks shall be distributed on the working day next prior to such holiday. The amount of pay for each such two (2) week period shall be determined by multiplying the employee's basic hourly rate by 112 for those employees whose normal work week is fifty-six (56) hours and by 80 for those employees whose normal work week is forty (40) hours; provided, however, that to insure that employees actually receive compensation in the year in which they earn it, the Employer may issue an extra paycheck or make such adjustments as are necessary in the last paycheck in December and the first two (2) paychecks in January, but such adjustments shall not be made in more than two (2) such paychecks.

ARTICLE 23 - WORKER'S COMPENSATION

An employee who suffers an injury compensable under the Worker's Compensation Act and is absent from work as a result thereof, shall be paid an amount by the Employer during such absence equal to the difference between

the amount received by him under the Worker's Compensation Act and the amount he would have received if he were regularly employed, subject to the following:

For each day of absence the employee shall be charged for three-fifths (3/5) of a day of sick leave. When the employee's sick leave and vacation time have been exhausted, he shall no longer receive any salary from the Employer while absent from work, except as otherwise provide by Article 26 of this agreement.

ARTICLE 24 - VACATION

Any employee who has been continuously employed by the City for less than six (6) years as a classified employee shall be credited with .834 days of vacation for his first and each additional full month of service as an employee; however, any such employee shall be credited with such amount of vacation time for the month in which he begins employment with the City only if he begins such employment on or before the tenth day of such month. Effective the first day of the month after having been continuously employed for six (6) years as a classified employee, such employee shall be credited with 1.25 days of vacation for each full month of service. Effective the first day of the month after having been continuously employed for twelve (12) years as a classified employee, such employee shall be credited with 1.67 days of vacation for each full month of service. Effective the first day of the month after having been continuously employed for twenty (20) years as a classified employee, such employee shall be credited with 2.08 days of vacation for each full month of service. Vacation time allowed under this section shall be at full pay. For any employee who works a fifty-six (56) hour week, each day of vacation accumulated hereunder shall entitle the employee to 11.2 hours off.

During any calendar year there shall be no limitation to the amount of vacation time that any employee may accumulate. However, as of December 31 of each year: any employee who has been continuously employed by the City in the classified service for less than six (6) years shall not be permitted to have an accumulation of more than fifteen (15) days of vacation time; any employee who has been continuously employed by the City in the classified service for more than six (6) years but less than twelve (12) years shall not be permitted to have an accumulation of more than twenty-three (23) days of vacation time; any employee who has been continuously employed by the City in the classified service for more than twelve (12) years but less than twenty (20) years shall not be permitted to have an accumulation of more than thirty (30) days of vacation time; and any employee who has been continuously employed by the City in the classified service for more than twenty (20) years shall not be permitted to have an accumulation of more than thirty-eight (38) days of vacation time.

No employee shall be allowed to use vacation time and no employee shall be compensated for vacation time until he has been continuously and satisfactorily employed in the classified service of the City for not less than six (6) months. Vacation time shall be used under the guidelines of the vacation schedule.

In the event of death of any employee, any vacation time accumulated to the credit of such deceased employee shall be compensated for in cash and shall be paid in accordance with Minnesota Statutes, Section 181.58, as amended.

ARTICLE 25 - SICK LEAVE

1. Any employee who has been continuously employed by the City for not less than six (6) months in the classified and/or unclassified service shall be granted up to 120 working days of sick leave with full pay (paid sick leave) for each illness or injury during a calendar year, except that such minimum requirement of six months shall not be applicable in connection with any illness or injury arising out of and in the course of employment by the City. When an employee is unable to or indisposed to report for duty for any of the reasons specified in Section 3 of this article, he or she shall immediately report such fact to his or her immediate supervisor. To qualify for paid sick leave, the employee must report off prior to or within the first 30 minutes of his or her starting time, but must immediately report off when leaving his or her duties.

2. If an employee's use of paid sick leave reasonably appears to be unjustified, the appointing authority may direct in writing to such employee, for any subsequent absence by such employee claimed to be allowable as paid sick leave, to furnish written explanation by a physician such as to justify such subsequent absence on paid sick leave; failure to furnish such written explanation shall preclude such employee from being allowed such absence as paid sick leave, but such employee may appeal such directive to the Personnel Director.

3. For purposes of this article, sick leave is defined to mean the absence of an employee because of illness or injury, exposure to a contagious disease, attendance upon a member of the immediate family, or death in the immediate family of the employee; provided no employee, unless officially assigned to special duty, shall be granted paid sick leave for any injury or illness resulting from any gainful employment on any job which is subject to the provisions of the worker's compensation laws of any state, other than regular City employment.

- (a) Illness in Family. Upon request, one (1) shift of paid sick leave shall be allowed for care or attendance upon a member of the immediate family for critical illness, provided, however, two (2) shifts of paid sick leave shall be allowed for this purpose if supported by a written statement (explaining why the employee's attendance is necessary) from the attending physician. This use of paid sick leave is for emergencies when advance arrangements cannot be made and is limited to members of the immediate family who reside in the employee's household.
- (b) Funeral Leave. Upon request, a maximum of three (3) shifts of paid sick leave shall be granted an employee for a death in the immediate family if the distance to the location of the funeral exceeds five hundred (500) miles from Duluth. Upon request, a maximum of two (2) shifts of paid sick leave shall be granted if the distance to the location of the funeral is less than five hundred (500) miles from Duluth. If the employee's absence exceeds the allowed time, the excess time shall be charged to vacation or compensatory time off. Article 37 of this agreement shall not apply to the taking of vacation of this purpose.

For the purposes of this section, immediate family is defined to include only any parent, child, brother, sister, spouse, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or ward of the employee, and any parent or grandparent of the employee's spouse.

Absence for any funeral of other than a member of the immediate family may be granted on paid sick leave, at the discretion of the supervisor, and shall not exceed one-half (1/2) work day.

- (c) Medical Appointments. An employee must obtain prior approval from the appointing authority for the purpose of medical, dental, or optical examination or treatment, when such examination or treatment cannot be scheduled other than during working hours. Such absence on paid sick leave shall be approved only when the employee has made a diligent effort to have such examination or treatment prior to his or her normal working hours, after work, or on a day off.
- (d) Paid Sick Leave on Vacation. Paid sick leave will not be allowed during a previously scheduled vacation unless the employee is under the care of a physician because of an unexpected injury or illness and the employee furnishes to the Personnel Director a certificate, signed by the physician, indicating the number of days the employee was actually confined to his or her home or hospital. The employee will then receive paid sick leave for those days spent confined. If the employee is exposed to a contagious disease and confined under doctor's orders, such employee will be granted paid sick leave in lieu of vacation.

4. Whenever an employee is absent on sick leave in excess of two (2) working shifts for a fifty-six (56) hour employee or three (3) days for a forty (40) hour employee, the appointing authority shall direct such employee to furnish written explanation by a physician to justify such absence on paid sick leave; failure to furnish such written explanation shall preclude such employee from being allowed such absence as paid sick leave. This section shall not apply to funeral leaves.

5. Employee Assistance Program. Any approved absence for participation in the Employee's Assistance Program shall be allowed as paid sick leave. When the employee is under the Family Involvement Program, and it requires the spouse of the chemically dependent person to participate in the program, that time spent by the employee to participate in this program shall be allowed as paid sick leave. As in the case with other paid sick leave, the employee must report off sick and report the purpose for the use of such paid sick leave, but it will not be necessary for him or her to go into details.

6. During any period an employee is absent from work on paid sick leave, he shall not be employed or engage in any occupation for compensation outside of his regular City employment except for job related work such as performing duties for the Union or for the Employees' Relief Association or Credit Union. Violation of the provisions of this paragraph by any employee shall be grounds for suspension of such employee without pay for not to exceed twice the number of days or portions thereof on which such violation has occurred.

ARTICLE 26 - LONG TERM DISABILITY INCOME

1. Any employee who has been continuously employed by the City for not less than six (6) months in the classified and/or unclassified service shall be eligible for long term income protection to age 70 for total disability; however, there shall be no such protection for total disability caused by any injury or illness for which the employee received professional medical care or treatment within ninety (90) consecutive days prior to when the employee otherwise becomes eligible for such protection, unless ninety (90) consecutive days elapse from the time when the employee otherwise would be eligible for such protection and during such ninety (90) consecutive days the employee receives no professional medical care or treatment for such injury or illness.

2. For the purposes of this Article, total disability means that which is caused by illness or injury which occurs during the employee's term of employment and which prevents the employee from performing the major tasks of the employee's position.

3. Such protection shall commence when the employee exhausts his or her allowance of 120 days of sick leave with full pay provided by Article 25 of this Agreement. The amount of such protection shall be 65% of the employee's basic hourly rate as of the time of commencement of such protection, but shall not exceed an amount equivalent to a monthly rate of pay of \$3,500; however, for any pay period, the amount of such protection shall be reduced by any amount that the employee receives for such pay period as a retirement or disability pension from the Public Employees Retirement Association, the Duluth Firemen's Relief Association, the Duluth Police Pension Association, or from the federal government pursuant to the federal Old-Age, Survivors and Disability Insurance Act, and by any amount that the employee receives as worker's compensation in lieu of wages or salary, but any cost of living adjustment to any amount received as a retirement or disability pension or as worker's compensation shall not be used to reduce the amount of such protection. The amount of such protection for any pay period shall also be reduced by any amount that the employee receives as wages or salary during that pay period, but only when the total amount that the employee has received for wages or salary during the calendar year exceeds \$5,000.

4. Such protection shall be calculated for each regular pay period, and shall be paid for such period at such time as employees are then paid pursuant to Article 22 of this Agreement. For any such pay period the City may deduct from such protection any amount which the employee previously received as protection but to which the employee was not entitled because of the provisions of this Article.

5. Within 24 months from the date of injury or illness causing such total disability, if the employee is then receiving such long term income protection, the employee shall:

(a) Return to the position with the City which the employee occupied when he or she became totally disabled; or return to another position with the City for which the employee is qualified, if such position is available; but only if the employee provides written information from a physician, chosen and compensated by the City, which indicates that the employee is then capable of performing the duties of such position; or

(b) Request rehabilitation or retraining designed to return the employee to other work which produces an economic status as close as possible to that enjoyed by the employee before the illness or injury; the costs of such rehabilitation and/or retraining shall be borne by the City; such rehabilitation or retraining may include, but is not limited to, medical evaluation, physical rehabilitation, work evaluation, counseling, job placement, and implementation of on-the-job short-term training; or

(c) Apply for permanent total disability status.

6. Such long-term income protection shall cease at the expiration of 24 months from the date of injury or illness causing such total disability unless the employee has complied with Section 5 of this Article. Such determination shall occur upon the occurrence of both of the following:

(a) Medical verification by a physician of the employee's choosing and a physician appointed by the City. In event of disagreement, a third physician mutually agreed upon by the employee and the City shall act as arbitrator. The arbitrator's decision shall be binding on both parties.

(b) Approval by the Long Term Disability Subcommittee of the Insurance Committee and by the Personnel Committee (or its equivalent). The Long Term Disability Subcommittee shall consist of one (1) member of each collective bargaining unit of the City, appointed by his or her respective unit.

ARTICLE 27 - LIFE INSURANCE

The Employer shall pay the full cost of \$10,000 group term life insurance for each eligible employee. All employees shall receive such life insurance coverage on the first day of the calendar month following completion of six (6) months service.

Such insurance terminates on the last day of the month in which an employee terminates his employment. Employees are responsible to contact the Auditor's office at least one (1) month prior to retirement to verify any insurance benefits due after termination.

While an employee is entitled to receive long-term income protection pursuant to Article 26 of this Agreement, the Employer shall maintain such life insurance coverage for such employee as it does for active employees.

ARTICLE 28 - LIFE INSURANCE - RETIREES

The Employer shall pay full cost of term life insurance for any employee who retires from employment with the City on or after January 1, 1983, after having been employed by the City for such total time so as to be qualified by such employment to receive retirement benefits from the Public Employees Retirement Association, the Duluth Firemen's Relief Association, or the Duluth Police Pension Association. The amount of such insurance coverage shall be 50% of that provided for active employees.

ARTICLE 29 - LEAVES OF ABSENCE

A. Any employee who is mentally or physically incapacitated to perform his duties or who desires to engage in a course of study such as will increase his usefulness on his return to the City, or who for any reason considered good by the Chief desires to secure leave from his regular duties, may, on written request approved by the Chief, be granted special leave of absence without pay for a period not exceeding one (1) year, provided, however, any leave that exceeds thirty (30) calendar days must also be approved by the Personnel Director.

B. Any employee asking for special leave without pay shall submit his request in writing, stating the reasons why in his opinion the request should be granted, the date when he desires the leave to begin and the probable date of his return.

C. For each separate case of special leave without pay, the Chief shall, at the time he approves the leave, determine whether the employee granted such leave shall be entitled to his former position on his return from such leave or whether his name shall be placed on the re-employment list for the class.

D. No leaves without pay over thirty (30) days will be granted until the employee has used all accumulated vacation and accrued compensatory leave.

E. No benefits or seniority shall be accrued by the employee during such leave, however, any employee wishing to be covered under the City's insurance plans may for the first six (6) months of such leave pay both the employee's and the employer's share of the cost of coverage.

F. A member of the Union accepting the appointed position of Fire Chief shall be on a leave of absence during the period of such appointment and upon the expiration of such appointment shall be reinstated to the class he held prior to such appointment.

G. Military leave shall be handled as governed by appropriate Federal and State laws.

ARTICLE 30 - DEMOTIONS

A. Upon the request of an employee or by the appointing authority an employee may be reclassified from a higher to a lower position, which in the discretion of the appointing authority, the employee is eligible to fill.

B. The appointing authority proposing the demotion of an employee shall make his recommendation in writing to the Civil Service Board, and shall supply the future date on which the proposed demotion is to become effective, the class to which it is proposed to demote the employee, the new rate of pay, and any other information that the Civil Service Board may require, including the specific reasons why such demotion is for the good of the City; provided, that the recommendation shall also advise the employee that he may grieve pursuant to Article 36 of this agreement if he does not agree with the appointing authorities recommendations.

ARTICLE 31 - DISCIPLINE AND DISCHARGE

An employee who is removed from his position while on probation shall have the right to revert to the last position in which he completed a probation period.

A. Any employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for just cause.

B. The Chief or any supervisor acting for him, may for disciplinary purposes, suspend without pay any employee under his supervision in his department for one or more periods aggregating not more than thirty (30) calendar days in a calendar year. He shall as soon as practicable give written notice to the employee stating the reason for the suspension, the duration thereof, and advise the employee that he may grieve pursuant to Article 36 if he disagrees with the action. He shall personally deliver such written notice to the employee or mail it to his last known address by certified mail.

C. The Chief, any member of the Board, or the Personnel Director may file written charges, in duplicate, to the Personnel Director asking for the removal of any employee. Any charge filed against any employee shall state specifically the act or acts constituting cause for removal. Upon receiving any such charge the Personnel Director shall forthwith mail one (1) copy by certified mail to the last known address of the employee and advise the employee he may grieve pursuant to Article 36 if he disagrees with the action.

ARTICLE 32 - UNION NOTIFICATION

In the case of any reprimand, the employee shall have the right to have a member of the Executive Board present. Further, if any employee shall have any letter of notice served to him by the employer in regards to any discipline or warning, the Union shall receive a copy as soon as possible.

ARTICLE 33 - RESIGNATIONS

A. Any employee who wishes to resign in good standing shall give the Chief written notice of at least four (4) weeks, unless the Chief consents to his leaving on shorter notice. Such notice of resignation shall be forwarded forthwith to the secretary by the Chief, together with a report as to the character of the employee's service.

B. If any employee resigns without giving the required notice, the secretary shall enter that fact on his roster card, and such failure to give the required notice may be considered sufficient reason for rejecting any future application from him to enter tests.

C. Any employee who has resigned after giving proper notice may, within thirty (30) days after termination of employment, and with the consent of the Chief withdraw his resignation and be restored to the position vacated if such position is still vacant or is filled by a provisional employee; if it is not thus available, he may, upon written request to the secretary, have his name placed on the re-employment list for the appropriate class.

D. Any employee who is absent from duty for two (2) scheduled work shifts without securing leave from the Chief or without notifying him of the reason for his absence and the time when he expects to return, or who fails to notify the Chief of his readiness to resume his duties within five (5) days after the expiration of a leave of absence, shall be considered to have resigned, and such resignation shall be treated as a resignation without notice and a report thereof made to the secretary.

ARTICLE 34 - LAYOFFS

When it becomes necessary, through lack of work or funds for other causes for which no employee is at fault, to reduce the number of employees within a certain class, the Chief shall act in accordance with this Article.

Temporary, provisional, and substitute employees in such class in the department shall first be terminated. Then such reduction shall be made on the basis of seniority; the employee with the least seniority in such class shall be the first to be displaced from such class and so on. Any employee displaced from such class shall be demoted to the next lower class in which he completed the probation period. Employees shall have their seniority from any reduced classification added to their lower classification seniority for determination of seniority in the lower classification.

The above described procedure shall be re-applied, as is necessary, through to the lowest class; when there is no lower class to which to demote an employee, an employee who would otherwise be demoted shall be laid off.

If two or more persons in a class from which a demotion is to be made have equal seniority in such class, seniority between or amongst such persons shall be determined by the total time such persons have been employed in the

classified service by the City; if such persons have equal seniority the one with the highest average of an equal number of the most recent efficiency ratings, shall be deemed to have the greatest seniority, and so on.

The name of any employee who is demoted or laid off pursuant to this section shall be placed on the re-employment list for each class from which he is laid off. This paragraph shall not be applicable to any temporary or provisional employee.

Demotions or layoffs of an employee made pursuant to this article shall not be deemed to be a removal which is subject to Article 31.

ARTICLE 35 - RE-EMPLOYMENT RIGHTS

A. The name of any person who has been laid off shall be placed on the re-employment list.

B. The names shall be arranged on the re-employment list for each class, in which they completed a probationary period, in the order of their total seniority in that and higher classes; provided, that if any employee has not been re-employed, the Personnel Director shall, on or about the anniversary date of the layoff, contact each person laid off by certified mail to determine if such person is interested in re-employment. If the person is no longer interested, or without giving a satisfactory reason, refuses to accept an appointment offered him, the Personnel Director may remove his name from the re-employment list.

ARTICLE 36 - GRIEVANCE PROCEDURE

An employee or group of employees with a grievance shall within twenty-one (21) calendar days after the first occurrence of the event giving rise to the grievance present such grievance through the Grievance Committee in writing to the Chief, or in the Chief's absence, to his authorized representative.

The Chief or his authorized representative shall present the Employer's position in writing to the employee or employees and the Grievance Committee within seven (7) calendar days after receipt of such grievance. Grievances not resolved within the Fire Department must be presented by the employee or employees through the Grievance Committee in writing to the Personnel Director within twelve (12) calendar days after the Chief has given his reply to such grievance. The Personnel Director shall reply to the aggrieved employee or employees and the Grievance Committee within twelve (12) calendar days after receipt of such grievance. The resolution of grievances settled by the procedures set forth in this paragraph shall be reduced to writing and signed by the employee or employees, the Grievance Committee and the Employer.

If the grievance is not settled in accordance with the foregoing procedure, the Grievance Committee may, within nine (9) calendar days after receipt of the reply of the Personnel Director submit the grievance to arbitration by serving notice in writing of such submittal upon the Personnel Director. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after submittal of the grievance to arbitration and in the event the parties are unable to agree upon an arbitrator within said seven (7) day period, either party may request the Public Employment Relations Board of the State of Minnesota to submit a panel of five (5) arbitrators. The parties shall each have the right to alternately strike two (2) names from the panel. If the parties are unable to

agree on who shall strike the first name, the question shall be decided by a flip of the coin. The remaining person shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the parties requesting that he set a time and a place for a hearing on the grievance, subject to the availability of the parties.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue(s) submitted to him in writing by the parties, and shall have no authority to make a decision on any other issue not so submitted to him. More than one (1) grievance may be heard by the same arbitrator by mutual written agreement of the parties. Either party may, if it desires, submit a brief to the arbitrator setting forth its position with respect to the issue(s) involved in a grievance. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit his decision in writing to the parties and shall file a copy of such decision with the Bureau of Mediation Services of the State of Minnesota. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented.

The decision of the arbitrator shall be final and binding upon the parties, except that an appeal may be taken to the District Court on the grounds that the order of the arbitrator violates the provisions of Minnesota Statutes Annotated, Section 179.72, Subd. 7, relating to the scope of such order.

The fee and expenses of the arbitrator shall be divided equally between the parties. Each party shall be responsible for compensating its own witnesses. If either party desires a verbatim record of the arbitration proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of such proceedings, the cost shall be shared equally.

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the employee or employees or Grievance Committee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the parties involved in each step.

All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the employees involved.

Access to all information necessary to the determination and processing of a grievance shall be made available to all participants.

ARTICLE 37 - SENIORITY - VACATION AND PERSONAL LEAVE RIGHTS; ASSIGNMENTS

For purposes of this Agreement, seniority shall be determined by the employee's length of continuous service with the Fire Department. The term "continuous service", as used in this article, shall mean a period of employment

which has not been interrupted by more than thirty (30) days at any one time, except by authorized leave of absence.

Subject to the Chief's right to determine the time at which vacation and personal leave with pay may be taken, vacation and personal leave selection rights shall be determined within work groups by seniority.

The Employer and Union agree with the principle that seniority shall be a factor in making assignments.

ARTICLE 38 - MISCELLANEOUS

The Employer agrees to continue providing training material, safety equipment, rubber boots, hygenic supplies, and supplies and materials for cleaning and maintaining the fire stations at the same level as provided during 1978.

The Employer agrees to keep the firehalls structurally safe and sound.

Employees shall be permitted, at their expense, to have one private phone in each firehall, which shall be used solely for non-business matters.

In the event an employee reports to his duty station and is thereafter assigned to a different fire station, the Employer agrees to provide such employee with transportation to such different station and back to his original duty station after completion of his assignment.

ARTICLE 39 - SPECIAL PROVISIONS RELATING TO 24-HOUR SHIFTS

The parties agree that the working of the 24-hour shifts contemplated by this Agreement for employees on a fifty-six (56) hour week creates a need for granting certain special working conditions and employee privileges to such employees. With the understanding between the parties that these special working conditions and privileges may not be appropriate should the employees no longer be working 24-hour shifts, the Employer agrees that the following provisions shall be applicable to employees working 24-hour shifts:

A. Employees may exchange work shifts with a qualified person of the same rank after obtaining permission of the company officer of the employee initiating the exchange; provided, however, that in the case of exchanges by company officers, permission of the Assistant Chief in charge of the company officer initiating the exchange shall be obtained. All trades permitted under this paragraph must be paid back in whatever manner is necessary to avoid the payment of overtime wages.

B. Employees may keep present and like recreational equipment in the firehalls and make use of such equipment at times when they are not assigned to work duties.

C. Employer will provide stoves, refrigerators, linen, beds and bedding in the firehalls at the same level as provided during 1978.

D. Employees may use the beds in the firehalls between the hours of 9:00 pm and 7:00 am throughout the week and between the hours of 1:00 pm and 5:00 pm on Saturdays, Sundays and the legal holidays designated in Article 13.

E. Employees detailed to a fire demonstration shall, if on regular duty, receive compensatory time off equal to fifty percent (50%) of the time he spends on such demonstration, or four (4) hours, whichever is greater, and shall, if off duty, receive compensatory time off equal to one and one-half (1½) times the time spent on such demonstration, or four (4) hours, whichever is greater. Compensatory time off shall be scheduled at such times as are approved by the Chief. Any compensatory time off due an employee at the end of any calendar year shall be paid to such employee in the paycheck covering the last pay period in that year, based on the employee's basic hourly rate as of the last day of that year.

ARTICLE 40 - SAFETY

The Union has requested that certain existing operating procedures be made a part of this Agreement because it believes that these operating procedures are important to the safety of its members. The Employer does not wish to make these operating procedures a part of this Agreement because of the potential difficulty it may have in changing such procedures in the future. However, because the Employer recognizes that there are certain unique hazards associated with fire service and because the Employer wishes to insure that appropriate consideration be given to the matter of the safety of the fire fighters, and because the Employer wishes to take advantage of the knowledge and ideas possessed by fire fighters, it agrees that it shall not change the operating procedures listed below without having first conducted a conference on the subject with representatives of the Union. The operating procedures referred to are as follows:

A. A minimum of two (2) men shall be assigned at all times to engine companies in the Gary-New Duluth, Woodland and Lakeside fire stations.

B. A minimum of three (3) men shall be assigned at all times to ladder companies and engine companies not covered by paragraph 1, above, except that one (1) man may be assigned to the Park Point fire station engine company.

C. At least two (2) engine companies or one (1) engine company and one (1) ladder company shall respond immediately to all fire alarms indicating a structural fire, if at the time of such alarm all engine and ladder companies are available for service.

ARTICLE 41 - REST PERIOD

Employees whose normal work week is forty (40) hours shall be permitted a rest period of fifteen (15) minutes during each one-half (½) shift. Such rest period will be taken at such time as is established by the Chief.

ARTICLE 42 - ASSIGNMENT OF INJURED OR DISABLED EMPLOYEES TO OTHER POSITIONS

Whenever an employee suffers an injury or disability which results in the employee's inability to perform the duties of a fire fighter, the employer may, and at the request of the employee shall, if such employee is capable of performing the work of any other position within the then existing work structure of the Fire Department or the Emergency Communications Center, assign such employee to such other position as the Employer determines would result in the most effective use of such employee, and while so assigned to and satisfactorily working in such other position, such employee shall, if such

injury or disability is job related, continue to receive the same compensation he would have received if he had not been reassigned, and if such injury or disability is not job related, receive total monthly compensation equal to the total monthly salary such employee would receive if he were a Fire Fighter at Step E, as provided in Appendix I of this Agreement. Assignments under this article shall expire at such time as the employee is able to perform the regular duties of a fire fighter. Determination of the ability of an employee to perform either his regular duties or other duties to which he may be assigned under this article shall be made by a doctor selected by the employee; provided, however, that such determination shall be reviewable, at the option of the Employer, by a doctor selected by the Employer. At any time no more than four (4) employees shall be assigned to other positions pursuant to this article. The term "job related injury" as used in this article shall mean an injury suffered by an employee while actually working for and being paid by the Employer and shall not be construed to include an injury suffered by an employee while performing fire related services for private corporations or individuals or for other public agencies. The term "job related disability" as used in this article shall mean a disability principally resulting from employment with the Employer.

The parties agree that within the operation of the Emergency Communications Center there shall be four (4) shift supervisors who shall be determined in the following manner: The employee with the greatest length of service in the Emergency Communications Center from each of the three (3) bargaining units supplying personnel to such center, namely Local 66, Duluth Police Local and Local 101 - International Association of Firefighters, shall be designated as a shift supervisor. The fourth shift supervisor shall be the employee from any of such bargaining units that has the greatest length of service in the Emergency Communications Center after selection of the first three (3) supervisors. If there are no personnel assigned to the Emergency Communications Center from either or both Duluth Police Local or Local 101, the shift supervisor positions allocated to those bargaining units shall be filled by those employees from any bargaining unit who have the greatest length of service in such Center among the remaining employees. Whenever a shift supervisor is absent, he shall be replaced by the employee assigned to that shift who has the greatest length of service in the Emergency Communications Center. For purposes of this article, service as a Police Switchboard Operator or as a Police or Fire Dispatcher shall be considered to be service in the Emergency Communications Center.

Whenever an employee who is assigned to the Emergency Communications Center pursuant to this article serves as a shift supervisor in such Center, he shall receive, in addition to the compensation provided for in this article, a pay differential equal to the difference in pay between Step E of Pay Range 25 and Step E of Pay Range 26, as set forth in the labor agreement covering the basic unit of City employees.

ARTICLE 43 - NO STRIKE PROVISION

Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any employee violates this article, the Union shall immediately notify any

